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**** WARNING ** WARNING ** WARNING ** WARNING ****
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October 11, 2005

04-Nap-29-47.1/52.8
04-128474
ACSTP-P029(099)E

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in NAPA COUNTY NEAR ST HELENA FROM YORK CREEK BRIDGE TO BALE LANE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on October 26, 2005.

This addendum is being issued to the Notice to Contractors and Special Provisions.

In the Special Provisions, Section 5-1.115, "COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS", is added as attached.

In the Special Provisions, Section 10-1.315, "REPLACE ASPHALT CONCRETE SURFACING", is added as attached.

To Proposal and Contract book holders:

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the NOTICE TO CONTRACTORS section of the Notice to Contractors and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

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This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it. A copy of this addendum is available for the contractor's use on the Internet Site:

http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief
Office of Plans, Specifications & Estimates
Office Engineer

Attachments

5-1.115 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

ITEM CODE	ITEM
390095	REPLACE ASPHALT CONCRETE SURFACING
390102	ASPHALT CONCRETE (TYPE A)
390126	RUBBERIZED ASPHALT CONCRETE (TYPE G)
397001	ASPHALTIC EMULSION (PAINT BINDER)

The compensation payable for paving asphalt used in asphalt concrete, rubberized asphalt concrete, replace asphalt concrete surfacing and asphaltic emulsion (paint binder) will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (I_u/I_b is greater than 1.10 or less than 0.90) which occur during performance of the work.

The quantity of paving asphalt used in asphaltic emulsion (paint binder) will be determined by multiplying the item quantity for asphaltic emulsion (paint binder) included in a monthly estimate by the minimum percent residual specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications. The asphaltic emulsion minimum percent residual obtained from Section 94, "Asphaltic Emulsions," of the Standard Specifications will be based on the type of emulsion used by the Contractor.

For the purposes of this special provision, the Contractor shall provide a weight slip, certified by a weighmaster, for each load of asphalt concrete used for replace asphalt concrete surfacing. The scales used to determine the weight will be considered "commercial devices" and shall be sealed by the Division of Measurement Standards or its authorized representative as often as the Engineer may deem necessary. The scales shall be operated by a weighmaster licensed in conformance with the requirements in the California Business and Professional Code, Division 5, Chapter 7.

The quantity of paving asphalt used in asphalt concrete used for replace asphalt concrete surfacing will be calculated by the Engineer using the percentage of asphalt binder determined by the Engineer multiplied by the tonnes of asphalt concrete shown on certified load weight slips. Quantities of asphalt concrete wasted or disposed of will not be included in any adjustment of compensation.

At the Contractor option, the Contractor may provide actual daily test results for paving asphalt residual for the asphaltic emulsion (paint binder) used. Test results provided by the Contractor shall be from an independent testing laboratory that participates in the AASHTO Proficiency Sample Program. The Contractor shall take samples of asphaltic emulsion from the distributor truck at mid-load from a sampling tap or thief. Two separate 2-liter samples shall be taken in the presence of the Engineer. The Contractor shall provide one sample to the Contractor's independent testing laboratory, with 24 hours of sampling. The second sample shall be given to the Engineer. The test results from the Contractor's independent testing laboratory shall be delivered to the Engineer within 10 days from sample date.

The adjustment in compensation will be determined in conformance with the following formulae when any items in the table above are included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (1.1023) (I_u/I_b - 1.10) I_b$$

- C. For a decrease in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (1.1023) (I_u/I_b - 0.90) I_b$$

D. Where:

A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete, rubberized asphalt concrete, asphalt concrete used in replace asphalt concrete surfacing and asphaltic emulsion residual used as paint binder rounded to the nearest \$0.01.

Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tonnes of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer plus quantity in tonnes of paving asphalt that was used in producing the quantity of rubberized asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer plus quantity in tonnes of paving asphalt that was used in producing the asphalt concrete used in replace asphalt concrete surfacing shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer plus the quantity in tonnes of paving asphalt that would have been used as residual in the asphaltic emulsion (paint binder) shown under "This Estimate" on the monthly estimate.

The provisions of this section shall apply only to the following contract items:

ITEM CODE	ITEM
370120	ASPHALT RUBBER BINDER
375024	SCREENINGS (HOT-APPLIED)

The compensation payable for paving asphalt used as asphalt binder and precoat for screenings will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (Iu/Ib is greater than 1.10 or less than 0.90) which occur during performance of the work.

The quantity of paving asphalt used in screenings (hot-applied) will be determined by multiplying the item quantity in tonnes for screenings (hot-applied) included in a monthly estimate by 0.7 percent.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt binder or screenings (hot-applied) is included in a monthly estimate:

A. Total monthly adjustment = AQ

B. For an increase in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 1.10) Ib$$

C. For a decrease in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 0.90) Ib$$

D. Where:

A = Adjustment in dollars per tonne of paving asphalt used in asphalt binder and precoat for screening rounded to the nearest \$0.01.

Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tonnes of paving asphalt that was used in asphalt binder plus the quantity in tonnes of paving asphalt that was used in producing the asphaltic emulsion residual plus the quantity in tonnes of paving asphalt used as precoat of screenings determined using the item quantities shown under "This Estimate" on the monthly estimate.

For all items, the adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available at the Division of Engineering Services website:

http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html

10-1.315 REPLACE ASPHALT CONCRETE SURFACING

This work shall consist of removing existing asphalt concrete surfacing and replacing the removed surfacing with new asphalt concrete as shown on the plans and in conformance with these special provisions.

The exact limits of asphalt concrete surfacing to be removed and replaced will be determined by the Engineer.

Existing asphalt concrete surfacing removed during a work period shall be replaced before the time the lane is to be opened to public traffic in conformance with the provisions in "Maintaining Traffic" of these special provisions.

The outline of the asphalt concrete to be removed shall be cut on neat lines with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Surfacing shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The material remaining in place, after removing surfacing to the required depth, shall be graded to a plane, watered, and compacted. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete.

Asphalt concrete shall conform to the provisions for asphalt concrete in "Asphalt Concrete" of these special provisions except for payment.

The quantity of replace asphalt concrete surfacing to be paid for will be measured by the cubic meter. The volume to be paid for will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

The contract price paid per cubic meter for replace asphalt concrete surfacing shall include full compensation for furnishing all labor, materials (including asphalt concrete), tools, equipment, and incidentals, and for doing all the work involved in replacing asphalt concrete surfacing, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

If the aggregates for the asphalt concrete did not meet the "Contract Compliance" requirements for Sand Equivalent or gradation and if the Contractor requests the material be accepted on the basis of a penalty, in conformance with the provisions in the Section 39-2.02, "Aggregate," of the Standard Specifications, and the Engineer approves the request, the penalty shall be \$4.58 per cubic meter.